

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

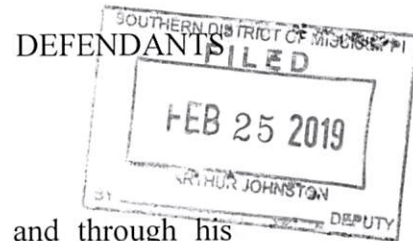
SHARAY RANSOM

PLAINTIFF

VS.

CIVIL ACTION NO. 3:19cv146CWR-FKB

PENSKE TRUCK LEASING CO., LP;
CHARLES WILSON III; AND JOHN DOES 1-5



COMPLAINT
TRIAL BY JURY REQUESTED

COME NOW, Plaintiff, Sharay Ransom, in the above cause, by and through his attorneys of record, files this Complaint, complaining of the above named Defendants, Penske Truck Leasing Co., L.P., Charles Wilson III and John Does 1-5, and in support thereof would most respectfully show unto this Honorable Court the following facts, to-wit:

PARTIES

1. Plaintiff, Sharay Ransom, is an adult resident citizen of Madison County residing at 109 Brigade Avenue, Canton, MS 39046.
2. Defendant, Charles Wilson III, is an adult citizen of Essex County residing at 122 Willowdale Ave, Montclair, NJ 07042.
3. Defendant, Penske Truck Leasing Co., L.P., is a foreign corporation, organized and incorporated in the state of Delaware, and listed with the Mississippi Secretary of State's Office on November 29, 1988. Penske Truck Leasing Co., L.P., has its principal place of business at 1209 Orange St., Wilmington, DE 19801. Penske Truck Leasing Co., L.P., may be served with process through its registered agent, Corporation Service Company, 7716 Old Canton Rd, Suite C, Madison, MS 39110.
4. There may be other entities whose true names and identities are unknown to the Plaintiff at this time who may be legally responsible for the claim(s) set forth herein, and who

may be added by amendment by the Plaintiff when their true names and identities are ascertained. Until such time, the Plaintiff will designate these parties in accordance with *Miss. R. Civ. P.* 9(h). The word "entity" as used herein is intended to refer to and include any and all legal entities, including individual persons, any and all forms of partnerships, and any and all types of corporations and unincorporated associations. The symbol by which these party Defendants are designated is intended to include more than one entity in the event that it is revealed that the descriptive characterization of the symbol applies to more than one "entity." In the present action, the party Defendants which the Plaintiff must include by descriptive characterization are as follows:

- A. whether singular or plural, the correct legal name of Penske Truck Leasing Co., L.P.;
- B. whether singular or plural, the correct legal name of Charles Wilson, III;
- C. whether singular or plural, the entity or entities who or which was the operator of the commercial motor vehicle which collided with the vehicle being driven by Sharay Ransom;
- D. whether singular or plural, the entity or entities who or which was the employer of the person who was the operator of the commercial motor vehicle which collided with Sharay Ransom;
- E. whether singular or plural, the entity or entities for whom Charles Wilson III was acting as agent, servant, or employee on the occasion of the incident made the basis of this lawsuit;
- F. whether singular or plural, the entity or entities who or which owned, leased, or rented the commercial motor vehicle which was involved in the incident made the basis of this lawsuit;
- G. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly operated a commercial vehicle with inadequate safety management controls;
- H. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly entrusted a vehicle to an incompetent driver with knowledge of said driver's incompetence;
- I. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly hired and selected the operator of the

commercial motor vehicle which collided with Sharay Ransom;

- J. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly trained the operator of the commercial motor vehicle which collided with Sharay Ransom;
- K. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly supervised and monitored the operator of the commercial motor vehicle which collided with Sharay Ransom;
- L. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly used an unskilled, unknowledgeable, unqualified or disqualified driver;
- M. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly retained the employment of the operator of the commercial motor vehicle which collided with Sharay Ransom;
- N. whether singular or plural, the entity or entities who or which wrongfully, negligently and/or wantonly operated the commercial motor vehicle which collided with Sharay Ransom;
- O. whether singular or plural, the entity or entities who or which provided insurance coverage to Charles Wilson III, or any defendant;
- P. whether singular or plural, the entity or entities other than those described above whose negligence, wantonness, failure to act, breach of duty or other wrongful conduct caused or contributed to the occurrence made the basis of Plaintiff's claims;
- Q. whether singular or plural, the entity or entities other than those described above, which is the successor in interest to any of those entities described hereinabove.

Plaintiff alleges that the identities of the fictitious party-Defendants are otherwise unknown at this time, or, if known, their identities as proper party-Defendants are not known, but their true names will be substituted by amendment when ascertained.

JURISDICTION AND VENUE

6. The Plaintiff herein invokes this Court's federal jurisdiction pursuant to 28 U.S. Code § 1332 (a)(1) as the matter in controversy exceeds the sum or value of \$75,000.00 and the parties involved in the subject incident are citizens of different States.

7. Venue is proper in this District pursuant to 28 U.S. Code § 1391 (a)(1) and (2).

Substantial acts in furtherance of the alleged improper conduct occurred within this District.

FACTS

8. On July 27, 2018, at approximately 7:33 a.m., Sharay Ransom was driving his 2007 Cadillac Escalade in an easterly direction on Interstate 20 in Pearl, Rankin County, Mississippi when he had to slow down because traffic began to get backed up near the Airport Rd exit.

9. As Plaintiff was waiting for traffic to start moving again, suddenly and without warning, the 2016 Freightliner 18-Wheeler being driven by Defendant Charles Wilson III crashed into the vehicle being driven by Plaintiff at a high rate of speed causing extensive damage to Plaintiff's vehicle and severe injuries to Plaintiff's person.

10. Defendant Charles Wilson III was driving at such a high rate of speed, with no control over his vehicle, that in addition to crashing into Plaintiff's vehicle, Defendant Wilson caused his 18-wheeler to strike, or cause other vehicles to strike, six (6) additional vehicles.

10. At the time of the above mentioned accident, Defendant Wilson was operating his 18-wheeler while working for Defendant Penske Truck Leasing Co., L.P.

11. The force of the impact caused Plaintiff Sharay Ransom to suffer injuries for which he had to seek medical treatment.

LEGAL ALLEGATIONS
COUNT ONE

12. Plaintiff incorporates by reference the foregoing paragraphs as if set forth fully herein and further avers that on or about the 27th day of July, 2018 on a public roadway in Pearl, Mississippi, to wit: On Interstate 20, Charles Wilson III and/or other fictitious Defendants wrongfully, reckless, negligently, and/or wantonly:

- a. operated the commercial vehicle causing a wreck;
- b. failed to use the knowledge and skills necessary to operate a commercial

motor vehicle safely;

- c. failed to use proper visual search methods as required by law;
- d. failed to use proper speed management as required law;
- e. failed to yield the right of way to Sharay Ransom;
- f. failed to keep a proper lookout;
- g. failed to take reasonable evasive action to avoid causing a wreck;
- h. violated Mississippi motor vehicle statutes;
- i. caused and/or contributed to the occurrence made the basis of this lawsuit and;
- j. committed other such acts and omissions as will be shown through discovery and proven at the trial of this action.

13. As a result of the occurrence described above, Sharay Ransom has suffered the following damages:

- a. Mr. Ransom has suffered physical pain;
- b. Mr. Ransom will suffer in the future from physical pain;
- c. Mr. Ransom has suffered mental distress and anguish;
- d. Mr. Ransom will suffer in the future from mental distress and anguish;
- e. Mr. Ransom has incurred past expenses for medical treatment;
- f. Mr. Ransom will incur future expenses for medical treatment;
- g. Mr. Ransom has suffered loss of enjoyment of life.

14. Each of the above acts, or failures to act, was the cause-in-fact of the occurrence described above.

15. Sharay Ransom's injuries and damages were caused as a proximate consequence of the wrongful, reckless, negligent and/or wanton conduct of Defendants Charles Wilson III, Penske Truck Leasing Co., L.P., and/or other fictitious Defendants.

16. At the time and place of the occurrence described above, Defendant Charles

Wilson III was the agent and/or employee working in the line and scope of his agency and/or employment for Defendant Penske Truck Leasing Co., L.P., and/or other fictitious Defendants.

17. At the time and place of the occurrence described above, Defendant Charles Wilson III was operating the commercial motor vehicle which was owned by Penske Truck Leasing Co., L.P., and/or other fictitious Defendants with the consent and permission of said Defendants.

COUNT TWO

18. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs as if set forth fully herein and further avers that on or about the 27th day of July, 2018, on a public roadway in Pearl, Mississippi to wit: On Interstate 20, Penske Truck Leasing Co., L.P., and/or other fictitious Defendants wrongfully, recklessly, negligently, and/or wantonly:

- a. operated a commercial carrier with inadequate safety management controls;
- b. entrusted a vehicle to an incompetent driver with knowledge of said driver's incompetence;
- c. hired and selected the operator of the commercial vehicle that was involved in the collision with Sharay Ransom;
- d. trained the operator of the commercial vehicle was involved in the collision with Sharay Ransom;
- e. supervised and monitored the operator of the commercial vehicle that was involved in the collision with Sharay Ransom;
- f. used an unskilled, unknowledgeable, unqualified or disqualified driver;
- g. retained the employment of the operator of the commercial vehicle that was involved in the collision with Sharay Ransom;
- h. aided and abetted its employees in the violation of the Mississippi motor vehicle statutes;
- i. failed to implement and enforce means to prevent its drivers and equipment from operating unsafely or in violation of applicable laws, regulations and/or rules that a reasonable, prudent motor carrier would have implemented and enforced;

- j. maintained the commercial vehicle, including the equipment thereon, that was involved in the collision with Sharay Ransom;
- k. caused and/or contributed to the occurrence made the basis of this lawsuit; and
- l. committed other such acts and omissions as will be shown through discovery and proven at the trial of this action.

19. Each of the above acts or failures to act was a cause in fact of the incident made the basis of this complaint.

20. Sharay Ransom's injuries and damages were caused as a proximate consequence of the wrongful, reckless, negligent and/or wanton conduct of Defendants Charles Wilson III, Penske Truck Leasing Co., L.P., and/or other fictitious Defendants.

WHEREFORE, PREMISES CONSIDERED, Plaintiff demands judgment against Defendants Charles Wilson III, Penske Truck Leasing Co., L.P., and/or other fictitious Defendants for damages in an amount to which a jury may feel Plaintiff is entitled, plus interest and costs.

Respectfully submitted this the 20th day of February, 2019.

SHARAY RANSOM, PLAINTIFF

BY: 
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OF COUNSEL:

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